

END USER LICENSE AGREEMENT (“EULA”)

Licensing agreement for using datasets donated by the Pew Research Center:

This is a legal agreement between you, the end-user (“you” or the “User”) and the Association of Religion Data Archives (the “ARDA”). By downloading the survey data made available on this web site (“Data”) you are agreeing to be bound by the terms and conditions of this agreement. If you do not agree to be bound by these terms, do not download or use the Data.

The Data provided to you by the ARDA pursuant to this agreement is licensed from The Pew Research Center. The ARDA hereby grants to the User a non-exclusive, revocable, limited, non-transferable license to use the Data solely for (1) research, scholarly or academic purposes, (2) the internal use of your business, or (3) your own personal non-commercial use. You may not reproduce, sell, rent, lease, loan, distribute or sublicense or otherwise transfer any Data, in whole or in part, to any other party, or use the Data to create any derived product for resale, lease or license. Notwithstanding the foregoing, you may incorporate limited portions of the Data in scholarly, research or academic publications or for the purposes of news reporting, provided you acknowledge the source of the Data (with express references to The Pew Research Center, as well as the complete title of the report and data set) and include the following legend:

The **[Religion and Public Life Survey, 2002]**, The Pew Research Center for the People and the Press. The Pew Research Center bears no responsibility for the analyses or interpretations of the data presented here.

THE DATA IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMPLETENESS, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL RISK ASSOCIATED WITH USE OF THE DATA AND AGREES THAT IN NO EVENT SHALL THE ARDA OR THE PEW RESEARCH CENTER BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS, BUSINESS INTERRUPTIONS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE DATA BASED ON ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The ARDA has taken measures to ensure that the Data is devoid of information that could be used to identify individuals (e.g., names, telephone numbers, email addresses, social security numbers) who participated in or who were the subject of any research surveys or studies used to collect the Data (“Personally Identifying Information”). However, in the event that you discover any such Personally Identifying Information in

END USER LICENSE AGREEMENT (“EULA”)

the Data, you shall immediately notify the ARDA and refrain from using any such Personally Identifying Information.

This license will terminate (1) automatically without notice from the ARDA if you fail to comply with the provisions of this agreement, or (2) upon written notice (by posting a notice on the web site, by e-mail, U.S. mail, or otherwise) from the ARDA. Further, User expressly acknowledges that the Data provided under this agreement is licensed to the ARDA from The Pew Research Center, and in the event that the licensed Data becomes unavailable for any reason, the ARDA may immediately discontinue offering the Data and this agreement will terminate with no further notice to you. Neither the ARDA nor The Pew Research Center will have any liability to you or any third party for such discontinuation and/or termination. Upon termination of this agreement, you agree to destroy all copies of any Data, in whole or in part and in any and all media, in your custody and control. Notwithstanding the foregoing, you may keep and continue to use in the ordinary course, any Data contained in any hard copies (existing at the time of termination) of your scholarly, research or academic publications or news reports, provided, however, that (1) such use is not otherwise prohibited by the ARDA or The Pew Research Center as communicated by the ARDA to you; (2) such information utilized is only supportive and incidental in nature to the substance of such publications or reports; and (3) you assume full liability for any such use. In no event shall you remove, obliterate or cancel from view, any of the ARDA’s (or its licensor’s) trademark, copyright, or other proprietary notice, mark or legend appearing on any part of the Data or any information generated or accessed through this web site.

This agreement shall be governed by, construed and interpreted in accordance with the laws of the District of Columbia. You further agree to submit to the jurisdiction and venue of the courts of the District of Columbia for any dispute relating to this Agreement.